FC 2009-006661 06/07/2010

CLERK OF THE COURT

C. Vila Deputy

HON. ANDREW G. KLEIN

IN RE THE MARRIAGE OF SHARIE SUE YORK

DIANA LANDRITH MCCULLOCH

AND

DAVID RICHARD YORK DAVID RICHARD YORK

3137 SWEETWATER SPRINGS BLVD

APT 139

SPRING VALLEY CA 91978

DOCKET-FAMILY COURT CCC FAMILY COURT SERVICES-CCC

JUDGMENT/DECREE

Courtroom CCB 604

10:43 a.m. This is the time set for Trial with regard to Petitioner's October 19, 2009 Petition for Dissolution of Marriage. Petitioner/Mother, Sharie Sue York, is present with counsel, Diana Landrith McCulloch. Respondent/Father, David Richard York, is present on his own behalf.

A record of the proceedings is made by audio and/or videotape in lieu of a court reporter.

Sharie Sue York and David Richard York are sworn and testify.

On agreement of the parties,

FC 2009-006661 06/07/2010

IT IS ORDERED that Mother shall be awarded the house located at 25712 W. Lynne Lane, Buckeye, Arizona 85326, as her sole and separate property. Mother shall be responsible for all payments related to the house as her sole and separate debt and shall indemnify and hold Father harmless from any debt related to the house. No equalization payment will be ordered relating to the house. Father shall quit claim his interest in the property to Mother within 30 days.

IT IS FURTHER ORDERED that Mother shall attempt to get a loan modification and remove Father from the loan. Father shall cooperate as necessary in order to complete the loan modification.

Discussion continues with the Court.

On agreement of the parties,

IT IS ORDERED that Mother shall retain all property in the home, with the exception of the china set that was a gift from Father's grandmother. Father shall immediately pick up the china set. If he is unable to take the china set on the afternoon of the date set for trial, Father shall pay Mother in advance for shipping costs. If the shipping costs are not paid within 3 months, Mother may retain the china set as her sole and separate property.

On further agreement of the parties,

IT IS ORDERED that Mother shall retain the 2007 Mazda as her sole and separate property. Father shall continue to make the loan payments for the car in the amount of \$393.54 per month, and shall pay the registration fees. Mother shall provide insurance for the vehicle and shall reimburse Father for the cost of registration fees.

With regard to the 2000 Mercury Cougar that Father sold, based on the testimony of the parties, the Court assesses a fair market value of \$1,500 to the vehicle.

IT IS ORDERED awarding the 2000 Mercury Cougar to Father as his sole and separate property. As an equalization, Mother is owed \$750 for her share of the vehicle.

On further agreement of the parties,

IT IS ORDERED that Father shall be solely responsible for the debts owing to Best Buy, Navy Federal, and Wells Fargo.

11:58 a.m. Court stands at recess.

FC 2009-006661 06/07/2010

1:21 p.m. Court reconvenes with respective parties and counsel present.

A record of the proceedings is made by audio and/or videotape in lieu of a court reporter.

Discussion continues with the Court.

THE COURT FINDS for purposes of calculating child support and spousal maintenance that Father's monthly income is \$5,797 and that Mother's monthly income is \$1,256.

On agreement of the parties,

IT IS ORDERED that Father shall pay to Mother the total amount of \$1,750 per month, which is broken down as \$600 per month for child support and \$1,150 per month as spousal maintenance, commencing June 1, 2010.

LET THE RECORD REFLECT an Order of Assignment is initiated electronically by the above-named deputy clerk.

IT IS FURTHER ORDERED, on agreement of the parties, spousal maintenance is non-modifiable and shall terminate as of January 31, 2016.

No retroactive child support or spousal maintenance shall be ordered.

IT IS FURTHER ORDERED that Mother shall be responsible for her own medical insurance. Father is directed to take all appropriate steps to make sure that, if she qualifies, Mother's coverage under Tricare continues for another year.

Discussion continues with the Court.

On agreement of the parties,

IT IS ORDERED that Father shall provide proof to Mother that Steven is enrolled in a summer school program in San Diego designed to ensure that he graduates in 2011. Father shall e-mail or fax the information to Mother's counsel. Upon receipt of that documentation, Steven may move to San Diego with Father. If the appropriate documentation is not provided, Steven shall remain with Mother until age 18, at which time he is free to decide for himself which parent he wants to reside with.

On further agreement of the parties,

FC 2009-006661 06/07/2010

IT IS ORDERED that the parties shall share joint legal custody of the children, Steven Cody York (DOB: 7/3/1992) and Wyatt Clayton York (DOB: 1/27/1998). Mother shall be the primary residential parent and have final decision making authority with regard to Wyatt. In the event Steven relocates to California to reside with Father, Father shall be the primary residential parent and have final decision making authority with regard to Steven.

IT IS FURTHER ORDERED that Mother shall have liberal parenting time with Steven, as agreed to by Mother and Steven.

IT IS FURTHER ORDERED that Father shall have liberal parenting time in Arizona with Wyatt. Father shall provide Mother with 3 days notice of his intent to exercise visitation and no reasonable request shall be denied.

IT IS FURTHER ORDERED that Father shall contact Wyatt's counselor, Joseph Gaunt, and arrange telephonic counseling with Wyatt. The parties agree to follow the recommendations of the counselor regarding arrangements for Father to have parenting time with Wyatt out of state. If this issue is not resolved to the satisfaction of either party within 6 months, the parties may mediate the issue through Conciliation Services and if that fails to resolve the issue, then either party may file a pleading seeking Court intervention.

The record shall reflect the Court is in favor of both parties being part of the child's life.

IT IS FURTHER ORDERED that Father may not have in his house any pornographic materials or paraphernalia that the children might be able to gain access to unless safeguards are in place to prevent such access.

The parties testify that they have heard and understood these agreements, that they have voluntarily agreed to these matters in the absence of duress, coercion, threats, or undue influence, and that the agreements are fair and equitable and in the best interest of their minor children.

THE COURT FINDS that the above agreements entered into between the parties are fair and equitable and in the best interests of the parties' minor children. The Court hereby approves the same as a binding agreement pursuant to Rule 69, Rules of Family Law Procedure, and includes these agreements in the Decree.

Discussion continues with the Court.

IT IS FURTHER ORDERED that Father's military retirement shall be divided by Qualified Domestic Relations Order (QDRO). Mother is entitled to 50% of the military

FC 2009-006661 06/07/2010

retirement for the time period May 27, 1995 through October 21, 2009. Father advises that he will arrange to have the QDRO drafted through legal personnel at the base and submitted to Mother's counsel for review. This must be done within 45 days from the date of this Decree.

THE COURT FINDS as an equalization that Father owes Mother \$5,892 for her 50% share of the Chase mortgage account and TransWorld military life insurance growth policy, both of which Father cashed in or withdrew funds from; \$750 for her share of the Mercury Cougar; and \$475 as reimbursement for car insurance Father was supposed to pay for Mother but didn't for 3 months, for a total amount of \$7,117.

IT IS ORDERED that Mother shall be paid this equalization of \$7,117 directly out of Father's share of his military retirement. Therefore, Mother shall receive by QDRO her 50% share of the retirement benefits earned between May 27, 1995 and October 21, 2009, plus \$7,117 from the retirement benefits otherwise due to Father, before any funds are disbursed to him.

Discussion continues with the Court.

IT IS ORDERED that Father shall pay Mother the amount of \$273.60 on or before August 1, 2010 as and for reimbursement for one-half of the patient cost for removing Wyatt's wisdom teeth.

The issue of attorney's fees is taken under advisement and will be addressed later in the Decree.

3:13 p.m. Matter concludes.

DECREE OF DISSOLUTION OF MARRIAGE

A trial in this dissolution case was held on June 7, 2010. Based on the evidence presented, the Court makes the following findings and conclusions and issues this Decree of Dissolution.

Both Petitioner/Mother (sometimes referred to as "Wife") and Respondent/Father (sometimes referred to as "Husband") appeared at the trial, were sworn, and offered testimony and other evidence.

JURISDICTION

FC 2009-006661 06/07/2010

THE COURT FINDS:

- 1. At the time this action was commenced at least one of the parties was domiciled in the State of Arizona and that said domicile had been maintained for at least 90 days prior to the filing of the Petition for Dissolution of Marriage.
- 2. The conciliation provisions of A.R.S. §25-381.09 have either been met or do not apply.
- 3. The marriage is irretrievably broken and there is not reasonable prospect for reconciliation.
- 4. The parties have 2 minor children: Steven Cody York (DOB: 7/3/1992) and Wyatt Clayton York (DOB: 1/27/1998).
- 5. Mother is not pregnant.
- 6. This is not a covenant marriage.
- 7. The Court under A.R.S. §25-352(B) orders Father to complete a parent education program within 3 months. Failure to do so subjects Father to being held in contempt of court, and could preclude Father from being able to file any subsequent pleadings to modify or enforce any provisions of the Decree until he has filed proof of completion of the Parent Education Program.
- 8. To the extent that it has jurisdiction to do so, the Court has considered, approved, and made provision for, when applicable, child custody and support, spousal maintenance, and the division of property and debts.

Based thereon,

DISSOLUTION OF MARRIAGE

IT IS ORDERED dissolving the marriage of the parties and restoring each party to the status of a single person effective upon the signing and entry of this Decree.

CUSTODY

Based upon the foregoing,

FC 2009-006661 06/07/2010

IT IS ORDERED that the parties shall share joint legal custody of the minor children, Steven Cody York (DOB: 7/3/1992) and Wyatt Clayton York (DOB: 1/27/1998).

IT IS THEREFORE ORDERED:

- 1. The parties are awarded joint legal custody of the minor children. The parties understand that joint legal custody does not necessarily mean equal parenting time.
- 2. Each party is entitled to full and unrestricted access to all medical, dental, prescription, and health related records of the children and may secure information from and consult with all health care professionals providing care for the minor children. Each party shall keep the other party informed of the names, addresses, and telephone numbers of all such healthcare providers.
- 3. Each party is entitled to equal, full, and unrestricted access to all education-related records and personnel, and have the right to be fully informed about and meaningfully participate in all educational decisions.
- 4. In the event of any emergency or urgent circumstance involving the children, the party then having physical custody of the children shall inform the other party of the nature of the emergency or urgent circumstance as soon as is reasonably possible.
- 5. Each party shall have the right to attend and participate in school conferences and activities, extra-curricular activities, and any other similar event in which parents are routinely invited or permitted to attend, even if said event is during the other party's parenting time.
- 6. Unless restricted by Court order, each party shall keep the other informed of his/her home address, home telephone number, employer and address, work telephone number, and if applicable, cellular telephone number and e-mail address. If any of this information changes, the other party shall be informed of the change forty-eight hours in advance thereof, or as soon as possible afterward if advance notice is not possible.
- 7. The parties shall try to jointly decide major life decisions concerning their children. Major life decisions include, without limitation: the selection of schools; educational/special education plans and needs; the selection of healthcare providers; dental and medical plans and needs; medical treatment; mental health plans, needs, and treatment; and, at times, religious training. In making major life decisions concerning the children, each party has an affirmative obligation to (1) confer in good faith with the other party, (2) give equal consideration to the other party's perspective, and (3) work

FC 2009-006661 06/07/2010

cooperatively with the other party. If the parties decide to seek advice from healthcare professionals or educators, both parties shall be provided with and entitled to such advice before making their decision. If the parties, after conferring jointly, are unable to agree on any major life decision, then Mother shall have final decision-making authority on that issue regarding Wyatt, and Father shall have final decision-making authority on that issue regarding Steven. However, either party shall first confer in good faith with the other party before making a final decision regarding this issue.

- 8. Neither party shall make derogatory, disparaging, or similarly negative comments about the other party in the presence of the minor children. Neither party shall discuss family law legal proceedings with the children or use the children as a messenger for parenting issues. Each parent shall encourage love and respect between the children and the other parent, and neither shall do anything which may undermine the children's relationship with the other parent.
- 9. Neither party shall permit the children to be subjected to corporal punishment of any kind including, but not limited to, spanking, hitting, or striking with an instrument, and/or hitting or striking with a closed fist or open hand. Neither party shall permit the children to be punished by use of anything that could cause injury, bruising, or significant pain.
- 10. Neither party shall subject the minor children to any environment that involves domestic violence. Domestic violence is defined by A.R.S. §13-3601(A).
- 11. Neither party shall subject the minor children to any acts of a volatile or abusive nature that may disrupt their day-to-day childhood peacefulness, which means no volatile arguments in front of or within earshot of the minor children.
- 12. Neither party shall delegate parenting or discipline responsibilities for the minor children to any other person.
- 13. Both parents shall be listed as emergency contacts on any forms or lists that require such contact information, such as, but not limited to, educational, activity, childcare, and/or medical provider(s).
- 14. If either parent chooses to have the children travel out of his/her home state, the non-participating parent shall be informed at least three days in advance of all pertinent information (i.e., the itinerary, address, phone numbers, etc.) unless otherwise restricted by previous Court order.

FC 2009-006661 06/07/2010

15. Both parents shall consult and seek agreement with one another regarding any extra curricular activity which may affect the other parent's access.

- 16. Both parents shall exert their best efforts to work cooperatively in future plans consistent with the children's best interests and to amicably resolve such issues as they arise.
- 17. Each parent may take the children to a church or place of worship of his/her choice during the time that the children are in his/her care.
- 18. If either parent intends to relocate outside their current state, they will provide at least 60 days advance written notice to the other parent and adhere to the provisions set forth in A.R.S. §25-408.
- 19. If either parent is unable to honor/meet their parent-time responsibilities, that parent will notify the other parent as soon as possible.
- 20. During their respective parenting times, each parent shall be responsible for providing or arranging all transportation needs of the children.
- 21. Each party shall allow the other party reasonable telephone access with the children while the children are in his/her physical custody. Such telephone access shall be before the children's ordinary bedtime and may be initiated by either party or the children. The party having physical custody of the children at the time of the telephone contact shall not listen in, record, or otherwise interfere with said contact.
- 22. Each party has the right and responsibility to make, during the time that party has physical custody, routine daily decisions regarding the children's care consistent with the major decisions made by the parties as joint legal custodians.
- 23. If either party disputes or seeks a change in either legal custody or parenting time, that party shall first attempt to resolve the dispute or change through private mediation or mediation provided by Conciliation Services. No petition to modify custody or parenting time shall be considered absent an affirmative statement by the party seeking modification that mediation has occurred and was unsuccessful, except in cases where there is a genuine and imminent threat to the health, safety, or welfare of the children.
- 24. At least every two years from the entry of this Decree, the parties shall review the terms of this parenting plan for the purpose of amending said plan in accordance with the needs of the children. If the parties cannot agree after making a good faith effort to come to an

FC 2009-006661 06/07/2010

agreement regarding amendments to said plan, the parties shall mediate the dispute prior to initiating a proceeding with the Court.

CHILD SUPPORT

THE COURT FINDS, for the purpose of calculating child support, the following monthly income/expenses/adjustments:

Mother's Income \$1,256 Father's Income \$5,797

On agreement of the parties,

IT IS ORDERED that Father shall pay child support to Mother for Wyatt only in the total amount of \$600 per month, plus the applicable Clearinghouse Handling Fee, on the first day of each month, commencing June 1, 2010. All payments shall be made through the Support Clearinghouse, P.O. Box 52107, Phoenix, Arizona 85072-2107, through an automatic Order of Assignment issued this date. Father is advised that until such time as the Order of Assignment becomes final, it is his affirmative obligation to pay the child support directly to the Support Clearinghouse. Father shall immediately notify the Court of any change in his employment by filing a Current Employer Information sheet. Payments shall include the case number, and/or the ATLAS case number, the name of the party paying support, and the name of the party receiving payment.

Obligations of child support terminate when the child attains the age of 18 years or is otherwise emancipated, but in the event any child attains the age of 18 years while attending high school, support shall continue to be provided during the period in which said child is actually attending high school but only until the child reaches 19 years of age. Provision for health insurance and non-insured health expenses for the child, as provided below, shall be deemed to be additional child support and shall be enforceable as such.

Pursuant to A.R.S. §25-503(I), the right to receive child support payments as provided herein vests as each installment falls due. Each vested child support installment is enforceable as a final judgment by operation of law.

MEDICAL INSURANCE

IT IS ORDERED that Father shall maintain medical insurance for the minor children. Father shall ensure that Mother is kept informed at all times of the name and address of the

FC 2009-006661 06/07/2010

insurance provider as well as the policy number. Additionally, Father shall provide Mother with valid insurance cards and policy information and update information changes.

IT IS FURTHER ORDERED that any non-covered or uninsured medical, dental, orthodontic, optical, prescription expenses, deductibles, and co-pays shall be paid 30% by Mother and 70% by Father. If one party pays a health-related expense, any request for reimbursement of the other party's share shall be made within 180 days after the date the health-related services are rendered. The party seeking reimbursement shall, upon request being made, provide the party from whom reimbursement is sought with copies of receipts or other evidence of payment. The party from whom reimbursement is sought shall pay, or make acceptable reimbursement arrangements, within 45 days of the request for reimbursement.

DEPENDENCY EXEMPTION

Pursuant to Rule 27 of the Arizona Child Support Guidelines, allocation of the dependency exemption between the parties essentially proportionate to income is appropriate. Based thereon,

IT IS ORDERED that Father may claim the dependency exemption for Steven as long as Steven resides with him and Father is legally entitled to claim that exemption. Father shall claim the exemption for Wyatt 2 out of every 3 years. Father may claim the dependency exemption for Wyatt in tax years 2010, 2011, 2013 and 2014, and Mother may claim the dependency exemption in 2012 and 2015. If the party entitled to the exemption does not realize a financial benefit from the exemption for a given tax year, the other party shall be entitled to claim the tax exemption for that tax year.

IT IS FURTHER ORDERED that each party shall execute any forms required in order to implement these terms.

IT IS FURTHER ORDERED that Father's right to claim the exemption in any given year is conditioned upon payment by Father by December 31st of the total Court-ordered monthly child support obligation for that calendar year and any Court ordered arrearage payments due during the calendar year for which the exemption is to be claimed.

EXCHANGE OF INCOME INFORMATION

IT IS HEREBY ORDERED that the parties shall exchange income information every twenty-four (24) months from the date of the entry of this Decree of Dissolution of Marriage for so long as a child support obligation is in place. Said financial information shall include, but not be limited to: personal tax returns with all schedules, affidavits of financial information, earning

FC 2009-006661 06/07/2010

statements and other such documentation necessary to establish or prove the income of either party. In addition, at the time of the exchange of financial information, the parties shall also exchange residential addresses and the names and addresses of their respective employers. This Order is subject to restriction if the Court has previously determined that personal identification information such as home addresses, telephone numbers, and e-mail addresses are not to be provided to either spouse. In that event, the financial information addressed herein may be subject to redaction where appropriate.

SPOUSAL MAINTENANCE

On agreement of the parties,

IT IS ORDERED that Husband shall pay to Wife spousal maintenance in the amount of \$1,150 per month to commence on June 1, 2010.

The spousal maintenance award shall terminate January 31, 2016. This award is non-modifiable.

All spousal maintenance paid by Husband to Wife shall be tax deductible for Husband and shall be deemed income to Wife for income tax purposes. It shall terminate upon the death of either party or remarriage of Wife.

The spousal maintenance payments shall be made through the Support Clearinghouse. An automatic Order of Assignment is issued herewith. Until it becomes effective, Husband shall be responsible for ensuring that the payment is made through the Support Clearinghouse.

PROPERTY DIVISION

With respect to the division of property,

IT IS ORDERED:

- 1. Each party shall retain as his or her sole and separate property any and all personal property in that party's possession including, without limitation, furniture, furnishings, appliances, tools, art work, collectibles, and related personal property not otherwise disposed of by this order.
- 2. Each party shall retain as his or her sole and separate property any savings, checking or other financial account held in that party's name.

FC 2009-006661 06/07/2010

3. Wife is awarded the 2007 Mazda vehicle and Husband is awarded the 2000 Mercury Cougar vehicle as set out above.

4. Any community, joint tenancy, or other property held in common by the parties which is not the subject of any orders herein shall be held by the parties as tenants in common, each possessing an undivided one-half interest, as of the date of this Decree.

DIVISION OF DEBTS

With respect to the division of debts:

IT IS ORDERED that Husband shall be solely liable for, indemnify and hold Wife harmless from the following debts and financial obligations:

- 1. The Best Buy debt in the approximate amount of \$1,200; the Navy Federal debt in the approximate amount of \$12,000; and the Wells Fargo debt in the approximate amount of \$12,000.
- 2. Unless otherwise provided herein, any financial obligations associated with or arising from any property award to Husband herein.
- 3. Any debts or financial obligations incurred by Husband after the date of the parties' separation.
- 4. Any debt in Husband's name.
- 5. If Wife is named as a liable party on any debt listed above, Husband shall, within sixty days, take all necessary steps to remove Wife's name as a liable party from said debt.

IT IS ORDERED that Wife shall be solely liable for, indemnify and hold Husband harmless from the following debts and financial obligations:

- 1. Unless otherwise provided herein, any financial obligations associated with or arising from any property awarded to Wife herein.
- 2. Any debts or financial obligations incurred by Wife after the date of the parties' separation.

FC 2009-006661 06/07/2010

- 3. Any debt in Wife's name.
- 4. If Husband is named as a liable party on any debt listed above, Wife shall, within sixty days, take all necessary steps to remove Husband's name as a liable party from said debt.

IT IS FURTHER ORDERED that any debts or financial obligations not addressed herein or subsequently discovered and incurred by either party prior to the date of service of process shall be the sole obligation of the party who incurred said debt or obligation, and that party shall indemnify and hold the other harmless therefrom.

IT IS FURTHER ORDERED that to the extent any community debts exist not expressly addressed in this Decree, each party shall be responsible for fifty (50) percent of such debt and shall indemnify and hold the other harmless from that portion of such debt allocated to that party. Community debt is defined as any debts, other than debts incurred for sole and separate properties, incurred during the marriage.

IT IS FURTHER ORDERED that each party should separately file their 2010 income tax return.

RESTORATION OF NAME

Based upon the request of Wife and pursuant to A.R.S. §25-325(C),

IT IS FURTHER ORDERED restoring Wife's name to Sharie Sue Klien.

ATTORNEY'S FEES

Mother has requested that Father pay for her fees and costs under A.R.S. § 25-324. In ruling on an application for attorneys' fees, the Court has broad discretion. Among other things, the Court has to consider, if not balance, a party's ability to pay, the disparity between the parties' financial resources, the reasonableness of the amount sought, and the reasonableness of the positions each party has taken throughout the proceedings.

The primary intent of A.R.S. § 25-324 is to ensure a remedy for the party least able to pay. <u>Edsall v. Superior Court</u>, 143 Ariz. 240 (1984). However, disparity in resources alone is not dispositive under the statute. <u>Kilbourn v. Bell-Kilbourn</u>, 216 Ariz. 521 (Ct.App. 2007). How the factors are weighed and what sort of award should result

FC 2009-006661 06/07/2010

are matters committed to the family court's sound discretion. <u>Magee v. Magee</u>, 206 Ariz. 589 (Ct.App. 2004).

Here, the Court finds that there is a wide gap between the parties' financial resources. Testimony adduced at trial confirmed that Father earns \$5,797.57 per month. Mother works seasonally with the Department of Agriculture from the end of April until the end of June when she makes \$2,000 per month. For the balance of the year, Mother makes less than \$1,000 a month. On an annual basis, when both jobs are taken into consideration, Mother averages \$1,250 per month. This is less than minimum wage. Even when the amount Father has agreed to pay Mother as spousal maintenance, support, and for a car payment is added to Mother's income and deducted from Father's, he still makes more than Mother.

The Court also finds that Father has been unreasonable in positions taken during the litigation. These include, but are not limited to, the following:

- 1. He cashed in the military life insurance growth policy with TransWorld Assurance and did not give Mother her half even though he knew that Mother had filed her Petition for Dissolution or was aware that she was about to file a Petition.
- 2. He withdrew funds from the community mortgage account held by Chase after the Petition for Dissolution was served and never reimbursed Mother.
- 3. He failed to pay utility bills on the house for a period of time which resulted in Mother losing services.
- 4. He moved without letting Mother know his new address.
- 5. He failed to comply with counsel's discovery requests.
- 6. He failed to complete his portion of the Joint Pretrial Statement.
- 7. He never responded to the Petition for Dissolution.
- 8. He never prepared an Affidavit of Financial Information.
- 9. He failed to disclose witnesses or exhibits in a timely manner.

FC 2009-006661 06/07/2010

10. He failed to provide information to opposing counsel regarding military benefits.

11. He sold a 2000 Mercury Cougar for \$1,000 after the Petition for Dissolution was filed and did not give Mother any of the proceeds even though the vehicle was community property.

Based upon the foregoing, the Court agrees that Father should pay some or all of Mother's attorney's fees. Mother's counsel is directed to file a <u>China Doll</u> Affidavit. Father shall have the right to object to the Application, and the Court will rule after receiving the pleadings as to the reasonableness of the fees requested.

IT IS FURTHER ORDERED signing this minute entry as a formal order of this Court pursuant to Rule 81, Arizona Rules of Family Law Procedure.

Dated: __6/10/10__

/S/ HON. ANDREW G. KLEIN

SUPERIOR COURT JUDGE HON. ANDREW G. KLEIN

This case is eFiling eligible: http://www.clerkofcourt.maricopa.gov/efiling/default.asp

All parties representing themselves must keep the Court updated with address changes. A form may be downloaded at: http://www.superiorcourt.maricopa.gov/SuperiorCourt/Self-ServiceCenter.